# CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting date: August 11, 2004 1515 NW 167<sup>th</sup> St., Bldg. 5, Suite 200, Miami Gardens, Florida 33169

Next Regular Meeting Date: August 25, 2004 Phone: (305) 622-8000 Fax: (305) 622-8001 Website: www.miamigardens-fl.gov

Time: 7:00 p.m.

Mayor Shirley Gibson Vice Mayor Aaron Campbell Councilman Melvin L. Bratton Councilman Oscar Braynon, II Councilwoman Audrey J. King Councilwoman Sharon Pritchett Councilwoman Barbara Watson City Manager Danny O. Crew City Attorney Sonja Knighton City Clerk Ronetta Taylor

City of Miami Gardens Ordinance No. 2004-02-18 requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence "City" action. "City" action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

- 1. CALL TO ORDER/ROLL CALL OF MEMBERS:
- 2. INVOCATION:
- 3. PLEDGE OF ALLEGIANCE:

- 4. APPROVAL OF MINUTES:
- **4A)** Approve Minutes of City Council Meeting of: Special Council Meeting July 21, 2004
- **5. AGENDA/ORDER OF BUSINESS** (ADDITIONS/DELETIONS/AMENDMENTS):
- 6. SPECIAL PRESENTATION(S):
  A. Captain Donald Rifkin, Miami Gardens/Carol City District Police Department
- 7. ORDINANCE(S) FOR FIRST READING:
- 8. ORDINANCE(S) FOR SECOND READING (PUBLIC HEARINGS):
- 9. PUBLIC COMMENT 10 MINUTES
- **10. RESOLUTIONS:**
- 10A) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT FOR SECURITY AND SPORTS LIGHTING WITH FLORIDA ELECTRIC CONTRACTING SERVICE, INC., A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AUTHORITY TO THE CITY MANAGER; PROVIDING FOR INSTRUCTIONS TO THE CITY **PROVIDING CLERK**: **FOR** THE **ADOPTION** OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.. (SPONSORED **BY THE CITY MANAGER**)
- 10B) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI

GARDENS AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT FOR PUBLIC WORK SERVICES WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR A TOTAL AMOUNT OF \$40,000.00 PER YEAR, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

- 10C) A RESOLUTION OF THE CITY OF MIAMI GARDENS APPOINTING MEMBERS TO THE DR. MARTIN LUTHER KING, JR. HOLIDAY STEERING COMMITTEE; ESTABLISHING THE FIRST MEETING DATE FOR THE HOLIDAY STEERING COMMITTEE; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.
- 10D) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING A WAIVER OF PLAT FOR PROPERTY LOCATED AT 18155 NORTHWEST 22ND AVENUE, MIAMI GARDENS, FLORIDA; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.
- 10E) A RESOLUTION OF THE CITY OF MIAMI GARDENS APPROVING A WAIVER OF PLAT FOR PROPERTY LOCATED AT NORTHWEST 37TH AVENUE AND NORTHWEST 157TH STREET, MIAMI GARDENS, FLORIDA; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.
- 10F) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE TRANSFER OF OWNERSHIP OF CERTAIN BUS BENCHES, A COPY OF

WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

- 11. REPORT OF THE CITY ATTORNEY
- 12. REPORTS OF CITY MANAGER
- 13. REPORTS OF MAYOR AND COUNCIL MEMBERS
- 13A) GENERAL REPORTS FROM MAYOR AND COUNCIL MEMBERS
- 14. REQUESTS, PETITIONS & OTHER COMMUNICATIONS FROM THE PUBLIC:
- 14A) PUBLIC COMMENTS 20 MINUTES
- 15. SPECIAL PRESENTATION(S)
- **16. ADJOURNMENT:**

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT RONETTA TAYLOR, CITY CLERK (305) 622-8003, NOT LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDING

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT RONETTA TAYLOR. CITY CLERK (305) 622-8003.

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE CITY OF MIAMI GARDENS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Please turn-off all beepers and cellular telephones to avoid interrupting

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### the council meeting.

### **RESOLUTION NO. 2004-**

1	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS,
2	FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
3	EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT
4	FOR SECURITY AND SPORTS LIGHTING WITH FLORIDA ELECTRIC
5	CONTRACTING SERVICE, INC., A COPY OF WHICH IS ATTACHED HERETO
6	AS EXHIBIT "A"; PROVIDING FOR AUTHORITY TO THE CITY MANAGER;
7	PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR
8	THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has determined that it would be in the best interests of the City to contract with a firm to provide security and sports lighting systems, survey identification, preventive maintenance, and repair and installation for lighting in the City's parks, and

WHEREAS, State statutes as well as the City's purchasing order permits the City to rely upon contracts for services entered into by other governmental entities, and

WHEREAS, on April 20, 2004, the School Board of Broward County entered into a Contract with Florida Electric Contracting Services, Inc. ("Florida Electric") for the provision of security and sports lighting systems, survey identification, preventive maintenance, and repair and installation services to the Broward County School Board, and

WHEREAS, the City of Miami Gardens would like to piggyback on the Agreement entered into between the Broward County School Board and Florida Electric,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

- Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.
- Section 2. AUTHORITY: The City Manager and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Agreement between the City of Miami Gardens

and Florida Electric Contracting Service, Inc., a copy of which is attached hereto as Exhibit A.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain two (2) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to Florida Electric Contracting Service, Inc., and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON AUGUST 11, 2004.

ATTEST:	SHI	RLEY GIBSON, MAYOR
RONETTA TAYLOR, CMC, CITY CLERK		
Prepared by SONJA K. KNIGHTON, ESQ. City Attorney		
SPONSORED BY: Danny O. Crew, City Manager		
MOVED BY: SECONDED BY:		
VOTE:		
Mayor Gibson	(Yes)	(No)
Vice Mayor Campbell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)

(Yes)

(Yes)

(Yes)

(Yes)

(No)

(No)

(No)

(No)

Councilman Oscar Braynon, II

Councilwoman Audrey J. King

Councilwoman Sharon Pritchett

Councilwoman Barbara Watson

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## AGREEMENT FOR SECURITY AND SPORT LIGHTING SYSTEMS, SURVEY IDENTIFICATION, PREVENTIVE MAINTENANCE, REPAIR AND INSTALLATION OF LIGHTING

THIS AGREEMENT, is made as of this _	day of	, 2004,
("Effective Date") by and between the CITY OF	MIAMI GARDENS	6, Miami-Dade County
Florida, a municipal corporation organized and	existing under the	laws of the State of
Florida ("CITY"), and FLORIDA ELECTRIC CO	NTRACTING SER	VICE, INC.

### WITNESSETH:

WHEREAS, the City of Miami Gardens has determined that it would be in the best interest of the City to contract with a firm to provide security and sports lighting systems, survey identification, preventive maintenance, and repair and installation for lighting in the City's parks, and

WHEREAS, the State's statutes as well as the City's purchasing order permits the City to rely upon contracts for services entered into by other governmental entities, and

WHEREAS, on April 20, 2004, the School Board of Broward County entered into a Contract with Florida Electric Contracting Services, Inc. ("Florida Electric") for the provision of the aforementioned services to the Broward County School Board, and

WHEREAS, the City of Miami Gardens would like to piggyback on the Agreement entered into between the Broward County School Board and Florida Electric,

NOW, THEREFORE, in consideration of the monies herein described and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION**: The terms and conditions of the Contract awarded by the School Board of Broward County to Florida Electric Contracting Services, Inc., dated April 20, 2004, and Florida Electric Contracting Services, Inc.'s response to Bid/RFP No. 24-052R, attached hereto as Exhibits "A" and "B" are incorporated herein by reference and made a specific part hereof, subject to the following amendments:

- a. The terms, "School Board of Broward County", "School Board", and "Broward County", as referenced in the Agreement, shall refer to the City of Miami Gardens.
- b. The term of this Agreement shall be effective for a term of one (1) year and shall be automatically renewable unless otherwise terminated by the parties.
- 2. **INVOICING**: Invoices received from CONTRACTOR pursuant to this Agreement shall be reviewed and approved by the CITY's representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within 30 days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify CONTRACTOR of the dispute within 15 days of the CITY's receipt of the invoice. The CITY shall pay CONTRACTOR the undisputed invoiced amount within 30 days of receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and CONTRACTOR as to the disputed portions of the invoice.
- 3. **AVAILABILITY OF FUNDS**: The obligations of the CITY under this Agreement are subject to funds being awfully appropriated by the CITY.
- 4. **COMPLIANCE WITH RULES AND REGULATIONS**: CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interest and collusion. CONTRACTOR is presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the services offered, including all OSHA requirements.
- 5. **INSURANCE**: The CONTRACTOR shall not commence work under this Agreement until it has obtained all Insurance required under this paragraph and such insurance has been approved by the CITY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY'S representative upon execution of this Agreement. The Certificates shall clearly indicate that CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall

not relieve CONTRACTOR of its liability and obligations under this Agreement. The standard insurance certificate language that states "Endeavor To," must be eliminated.

CONTRACTOR shall carry public liability insurance in the amount of 1,000,000.00; Bodily Injury, and Property Damage insurance in the amount of \$1,000,000.00, in order to protect the CITY from any claims resulting from accidents arising from the activity provided for in this Agreement. In addition, CONTRACTOR shall carry a minimum of \$500,000.00 in automobile liability insurance and provide to the CITY. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statutes.

6. **INDEMNIFICATION/HOLD HARMLESS**: CONTRACTOR further agrees to indemnify and hold harmless the CITY, its elected and appointed officers, agents, servants, and employees, from and against any and all claims, demands, or causes of action sustained by any third party, arising out of, by reason of, resulting from, or in conjunction with CONTRACTOR's performance under this Agreement. This indemnification includes, but is not limited to, the performance of this Agreement by CONTRACTOR, or any act or omission of CONTRACTOR, its subcontractors, agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses, through appeal, and liabilities incurred in the defense of any such claims or the investigation thereof. Nothing contained herein shall be deemed a waiver of sovereign immunity by the CITY.

The parties agree that 1% of the total compensation paid to CONTRACTOR for performance of this Agreement shall represent the specific consideration for CONTRACTOR indemnification of the CITY.

- 7. **PARTIES RELATIONSHIP**: It is understood and agreed that nothing contained in this Agreement shall be deemed to create a partnership, joint venture, other association, or employer/employee relationship between CONTRACTOR and the CITY. CONTRACTOR shall be in the relation of an independent contractor and is to have the entire charge, control, and supervision of the work to be performed hereunder. The CONTRACTOR does not have the power to bind the CITY in any promise, agreement, or representation other than as provided for in this Agreement.
  - 8. **TERMINATION**: This Agreement may be terminated by the CITY, with or

without cause, upon thirty (30) days written notice to CONTRACTOR. This Agreement may be terminated immediately by the CITY if the services do not comply with the specifications stated herein, or fails to meet with the CITY's performance standards. either party upon sixty (60) days written notice, with or without cause. Upon termination, if CONTRACTOR shall be paid for services actually rendered to the CITY's satisfaction through the date of termination.

9. **PERSONNEL**: CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and Local laws to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel.

- 10. **SUBCONTRACTING**: The CONTRACTOR, its subcontractors, agents, servants, or employees agree to be bound by the terms and conditions of this Agreement and CONTRACTOR's agreement with subcontractor(s) for work to be performed for the CITY CONTRACTOR must incorporate the terms of this Agreement.
- 11. **NOTICES**: All notices required in this Agreement shall be sent by certified mail, return receipt requested, and shall be mailed to:

CITY: City of Miami Gardens

1515 N.W. 167 Street, Bldg. 5 Miami Gardens, Florida 33169

Attention: DANNY O. CREW, City MANAGER

COPY TO: City Attorney

C/O 1515 N.W. 167 Street, Bldg. 5 Miami Gardens, Florida 33169

Contractor: Florida Electric Contracting Service, Inc.

1445 Southwest 21<sup>st</sup> Avenue

### Fort Lauderdale, Florida 33312-2107

- 12. **ATTORNEY'S FEES**: Should any dispute arise hereunder, the CITY shall be entitled to recover against CONTRACTOR all costs, expenses and attorney's fees incurred by the CITY in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.
- 13. **WAIVER**: No waiver by the CITY of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by CONTRACTOR of the same, or any other provision or the enforcement thereof. The CITY's consent to or approval of any act by CONTRACTOR requiring the CITY's consent or approval shall not be deemed to render unnecessary the obtaining of the CITY's consent to or approval of any subsequent consent or approval of CONTRACTOR, whether or not similar to the act so consented to or approved.
- 14. **NON-ASSIGNABILITY**: This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.
- 15. **NOTICE**: The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. mail, Return Receipt Requested and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed.
- 16. **BINDING EFFECT**: All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.
- 17. **CONSTRUCTION**: This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Dade County, Florida.
- 18. **SEVERABILITY**: Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

- 19. **ENTIRE AGREEMENT; MODIFICATION**: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.
- 20. **CAPTIONS AND PARAGRAPH HEADINGS**: Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- 21. **JOINT PREPARATION**: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties further intention that this Agreement be construed liberally to achieve its intent.
- 22. **COUNTERPARTS**: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 23. **EXHIBITS ARE INCLUSIONARY**: All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

CITY OF MIAMI GARDENS	
Danny Crew, City Manager Date	
ATTEST:	

City Clerk Ronetta Taylor, CMC		
Tionolia Taylor, Olivo		
Approved as to form and legal Sufficiency:		
Sonja K. Knighton, City Attorney		
FLORIDA ELECTRIC CONTRACTING SERVICE, INC.		
Ву:		
Signature	Date	
Name Type/Print Name		
S: \miami\agreement\security sports.doc		

#### **RESOLUTION NO. 2004-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT FOR PUBLIC WORK SERVICES WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR A TOTAL AMOUNT OF \$40,000.00 PER YEAR, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO **CITY** CLERK: **PROVIDING FOR** THE **ADOPTION** THE OF REPRESENTATIONS: **PROVIDING** AN **EFFECTIVE** DATE.

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WHEREAS, the Florida Department of Corrections ("FDC") operates a program whereby minimum custody inmates provide services such as trash pick-up, landscaping, painting and other similar tasks on behalf of municipalities, and

WHEREAS, the City Manager finds it in the best interests of the City to enter into an Agreement with the FDC for the provision of certain services on behalf of the City, and

WHEREAS, pursuant to the Agreement, the City will pay the sum of Forty Thousand

WHEREAS, pursuant to the Agreement, the City will pay the sum of Forty Thousand (\$40,000.00) Dollars to FDC, which sum is to cover the costs and salary of a correctional officer to supervise the inmates, and

WHEREAS, the City will be responsible for providing all tools, equipment, materials and protective gear necessary and appropriate to provide the work requested by the City, and

WHEREAS, the City Attorney recommends that the Agreement between FDC and the City include an indemnification provision whereby FDC will indemnify the City for the actions of the inmates,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

1	MIAMI GARDENS, FLORIDA, as follows:		
2	Section 1.	ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs	
3	are hereby ratified and c	confirmed as being true, and the same are hereby made a specific part of this	
4	Resolution.		
5	Section 2.	AUTHORITY: The Mayor and City Clerk are hereby authorized and	
6	directed to execute and a	ttest, respectively, that certain Agreement For Public Work Services With The	
7	Florida Department Of Corrections, a copy of which is attached hereto as <b>Exhibit A</b> .		
8	Section 3.	INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby	
9	authorized to obtain thre	e (3) fully executed copies of the subject Agreement, with one to be maintained	
10	by the City; with one to be delivered to the Florida Department of Corrections, and with one to be		
11	directed to the Office of City Attorney.		
12	Section 4.	EFFECTIVE DATE: This Resolution shall take effect immediately upon its	
13	final passage.		
14	PASSED AND	ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI	
15	GARDENS AT ITS RE	GULAR MEETING HELD ON AUGUST 11, 2004.	
16 17			
18 19		SHIRLEY GIBSON, MAYOR	
20	ATTEST:	STIINLET GIBSON, WATOK	
21 22			
23			
<ul><li>24</li><li>25</li></ul>	RONETTA TAYLOR,	CMC, CITY CLERK	
26	Prepared by SONJA K.	KNIGHTON, ESQ.	
27 28	City Attorney		
29	SPONSORED BY: CIT	ΓY MANAGER	
30 31	MOVED BY:		
32	SECONDED BY:		
33	- · · · · · · · · · · · · · · · · · · ·		
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3	VOTE:	
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5	Mayor Gibson	(Yes)(No)
6	Vice Mayor Campbell	(Yes)(No)
7	Councilman Melvin L. Bratton	(Yes)(No)
8	Councilman Oscar Braynon, II	(Yes)(No)
9	Councilwoman Audrey J. King	(Yes)(No)
10	Councilwoman Sharon Pritchett	(Yes)(No)
11	Councilwoman Barbara Watson	(Yes)(No)
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